

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X Case No.
ORANEFO OKOLO, as Assignee of ST. LUKE'S
HOSPITAL CONSORTIUM,

Plaintiff

-against-

CROSS RIVER STATE GOVERNMENT,

Defendant

----- X **COMPLAINT**

Plaintiff, ORANEFO OKOLO, by his attorneys, LAW OFFICES OF K.C. OKOLI,
P.C., complaining of the Defendant, alleges as follows:

JURISDICTION AND VENUE

1. This is an action for money damages and injunctive relief. The action arises from the breach of a Concession Agreement between St. Luke's Hospital Consortium ("St Luke's") and Cross River State Government ("CRSG"), dated the 10th day of September, 2014.
2. Venue is proper in this district based upon the fact that some of the monies invested in the performance of the Concession Agreement were provided by an entity which is a resident of the State of New York and Plaintiff, Oranefo Okolo ("OKOLO" or "Plaintiff"), who resides within the Southern District of New York.
3. This Court has jurisdiction pursuant to 28 USC §1330.

PARTIES

4. At all times relevant to this action, OKOLO was a citizen of the State of New York and the United States of America.
5. At all times relevant to this action, CRSG was an instrumentality or political subdivision of the Nigerian state.
6. At all times relevant to this action, OKOLO was a resident of Yonkers in the County of Westchester, State of New York.

FACTUAL ALLEGATIONS

7. On or about September 10, 2014, Defendant CRSG entered into a binding Concession Agreement with St. Luke's whereby St. Luke's was to provide certain health care services for the benefit of CRSG and the people of Cross River State by financing, renovating, and operating a General Hospital in Obudu, Cross River State of Nigeria.
8. At its own cost, expense and risk, St. Luke's was to arrange for the financing and implementation of the Concession Agreement.
9. The concession period was to be for a period of twenty (20) years.
10. It was understood by the parties that it would take 20 years for St. Luke's to recover its costs and expected return on investment.
11. It was further understood by the parties that if the Concession Agreement ran its entire course of twenty (20) years, St. Luke's would earn a profit of USD5,424,861.88 after recouping its financial investment.

12. In connection with the performance of its obligations under the aforesaid Concession Agreement, OKOLO and The African & American Healthcare Foundation advanced in excess of USD450,000.00 to St. Luke's with which St. Luke's performed its obligations under the Agreement.
13. Dr. A.O. Denloye also advanced approximately USD50,000 to St. Luke's to enable St. Luke's to perform its obligations under the aforesaid Agreement.
14. Without the funds advanced to St. Luke's by OKOLO, The African & American Healthcare Foundation and Dr. Denloye, St. Luke's would not have been able to perform its obligations under the Concession Agreement.
15. St. Luke's in fact performed its obligations under the Agreement by financing and renovating the Obudu General Hospital.
16. St. Luke's expended approximately USD500,000.00 in financing and renovating the Obudu General Hospital pursuant to the Concession Agreement.
17. On the other hand, CRSG reneged and/or refused to perform its part of the Agreement. In fact, CRSG has undermined the ability of Plaintiff to operate the renovated General Hospital, thus breaching the Agreement.
18. CRSG breached paragraphs 10.1 (c)-(j) and 20 of the Concession Agreement. Specifically, CRSG failed to pay for the services enumerated in paragraph 20 and rendered by St. Luke's.
19. All attempts by St. Luke's to persuade CRSG to cure its breach under the Agreement have been rejected and/or ignored by CRSG.

20. St. Luke's is now unable to repay the monies advanced by OKOLO, The African & American Healthcare Foundation and Dr. Denloye for the performance of the Agreement. Nor has St. Luke's been able to pay any returns to OKOLO.
21. St. Luke's has tried to mitigate its financial exposure by assigning its right under the Concession Agreement to OKOLO.
22. For good and valuable consideration, St. Luke's has assigned its rights under the Concession Agreement to OKOLO.

AS AND FOR A FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

23. Plaintiff repeats and realleges each and every allegation of paragraphs "1" through "22" as if specifically set forth herein.
24. By reason of the foregoing, CRSG has committed a breach of the Concession Agreement between it and Plaintiff, and Plaintiff has suffered loss and damage.

AS AND FOR A SECOND CAUSE OF ACTION FOR QUANTUM MERUIT

25. Plaintiff repeats and realleges each and every allegation of paragraphs "1" through "24" as if specifically set forth herein.
26. Despite its breach of the Concession Agreement and failure to make necessary payments, CRSG has continued to use and derive benefits from its use and operation of the General Hospital which was renovated by Plaintiff, to the exclusion of the Plaintiff.
27. By reason of the foregoing, Plaintiff has suffered loss and damage.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following reliefs against the Defendant:

- a) On the First Cause of Action, compensatory damages in the sum of SIX MILLION DOLLARS (\$6,000,000.00);
- b) On the Second Cause of Action, compensatory damages in the sum of FIVE MILLION FIVE HUNDRED TWENTY-FOUR, EIGHT HUNDRED SIXTY-ONE DOLLARS EIGHTY-EIGHT CENTS (\$5,524,861.88);
- c) Punitive damages.
- d) Reasonable Attorney's fees;
- e) Costs and disbursement of this action;
- f) Such further or other relief as the court may deem just and equitable.

Dated: New York, New York
October 16, 2018

LAW OFFICES OF K.C. OKOLI, P.C.

Attorneys for Plaintiff

ORANEFO OKOLO

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New York, New York 10001

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By: 

K.C. OKOLI, ESQ.

FOR SERVICE ON:

CROSS RIVER STATE GOVERNMENT
c/o Commissioner for Health
Ministry of Health, Calabar
Cross River State
Nigeria

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